

(e) **Boiler and Machinery Coverage.** Comprehensive broad form boiler and machinery insurance (without exclusion for explosion) covering all steam boilers, heating and air conditioning equipment, high pressure piping, machinery and equipment, sprinkler systems, pressure vessels, refrigeration equipment and piping, or similar apparatus now or hereafter installed in the Improvements (including "system breakdown coverage") and insuring against loss of occupancy or use arising from any breakdown, in an amount at least equal to the lesser of the outstanding principal amount of the Note, \$2,000,000.00, or the maximum amount permitted by applicable law with a deductible no greater than \$25,000.00, unless approved by Beneficiary.

(f) **Worker's Compensation and Employer's Liability.** Workers' compensation, subject to the statutory limits of the state in which the Premises are located, and employer's liability insurance with a limit of at least \$1,000,000.00 per accident and per disease per employee, and \$1,000,000.00 for disease aggregate in respect of any work or operations on or about the Premises and Improvements, or in connection with the Premises and Improvements or their operation (if applicable).

(g) **Miscellaneous.** Such other insurance as may from time to time be reasonably required by Beneficiary in order to protect its interests, including such insurance as may or hereafter become available that Beneficiary reasonably deems prudent in light of then prevailing market or industry practices or applicable law.

All policies of insurance (the "Policies") required pursuant to this Paragraph 2 (i) shall be issued by companies approved by Beneficiary and licensed to do business in the state where the Premises are located, with a claims paying ability rating of "A-" or better by Standard & Poor's Ratings and a rating of "A: IX" or better in the current Best's Insurance Reports, (ii) shall with respect to the Policies described in Paragraphs 2(a)(v)(A) and 2(b) above, name Beneficiary and its successors and/or assigns as their interest may appear as an additional insured and with respect to all other Policies provide that all proceeds be payable to Beneficiary, (iii) shall contain a non-contributory standard mortgagee clause and a lender's loss payable endorsement, or their equivalents, naming Beneficiary as the person to which all payments made by such insurance company shall be paid, (iv) shall contain a waiver of subrogation against Beneficiary, (v) shall be maintained throughout the Term without cost to Beneficiary, (vi) shall be assigned to Beneficiary, (vii) shall contain such provisions as Beneficiary deems reasonably necessary or desirable to protect its interest including, without limitation, endorsements providing that Beneficiary shall not be liable for the payment of any of the Insurance Premiums, that neither Trustor, Beneficiary nor any other party shall be a co-insurer under said Policies, that no act or negligence of Trustor, or anyone acting for Trustor, or of any tenant under any Lease or other occupant, or failure to comply with the provisions of any Policy which might otherwise result in a forfeiture of the insurance or any part thereof, shall in any way affect the validity or enforceability of the insurance insofar as Beneficiary is concerned, and that Beneficiary shall receive at least thirty (30) days prior written notice of any modification, reduction or cancellation, and (viii) shall be satisfactory in form and substance to Beneficiary and shall be approved by Beneficiary as to amounts, form, risk coverage, deductibles, loss payees and